

Great Brit. - George.

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*An ACT for Sale of Part of the
intailed Estate of Sir George Mac-
kenzie, Knight, deceased, lying in
that Part of Great Britain called
Scotland; and for purchasing other
Estates, to be settled to the same
Uses; and for other Purposes therein
mentioned.*



Whereas Sir George Mackenzie of Rosehaugh, Knight, by his Disposition and Tailie, dated the Fourth Day of June in the Year of our Lord One thousand Six hundred and Eighty-nine, settled and disposed his Lands and Estate therein mentioned, to and in favour of *George Mackenzie*, his only Son, and the Heirs Male of his Body; whom failing, in Favour of the Heirs Male of the said Sir *George Mackenzie*, his own Body; whom failing, to any Person or Persons that he

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the said Sir *George Mackenzie* had or should, at any time thereafter, nominate, design, and appoint to be Heirs of *Taillic*, to succeed in his said Lands and Estate :

And whereas the said Sir *George Mackenzie*, by his Nomination, of even Date with the aforesaid Disposition and *Taillic*, did nominate, design, and appoint, to succeed to him in his Lands and Estate, failing Heirs Male of his said Son, and of his own Body, the Heirs Female of the Body of the said *George Mackenzie*, his Son, the Eldest succeeding without Division; whom failing, the Heirs Female to be procreate of the said Sir *George Mackenzie*, his own Body, the Eldest succeeding without Division; whom failing, to the Second, and other younger Sons, procreate of the Body of *Agnes Mackenzie*, the said Sir *George Mackenzie*'s eldest Daughter, Wife of *James Stewart*, Sheriff of *Bute*, afterwards created Earl of *Bute*, and the Heirs Male of their respective Bodies; whom failing, To the Second, and other younger Sons, procreate of the Body of the said *Elizabeth Mackenzie*, Sir *George Mackenzie*'s Second Daughter, Wife to *Archibald Cockburn* the younger, of *Langtoun*, and the Heirs Male of their respective Bodies; whom failing, to the Eldest, or only Son of the Body of the said *Agnes Mackenzie*, and the Second and other Sons of his Body, and their respective Heirs Male, with divers other Remainders over :

And whereas, pursuant to the aforesaid *Taillie* and Nomination, *James Earl of Bute*, deceased, only Son of the said *Agnes Mackenzie*, succeeded to the said Lands and Estate, upon the Failure of all the preceding Heirs of *Entail*; and, upon his Death, *James Stewart Mackenzie*, Second Son of the said *James Earl of Bute*, succeeded, and was infected in the said Lands and Estate as nearest Heir of *Entail*, conform to his special *Retour*, dated the Twenty-fourth of *September* One thousand Seven hundred and Twenty-three, and Infections following thereon; and conform to a Charter from the Crown of the Lands of *Balmungie*, and others, bearing Date the Twenty-sixth of *July* One thousand Seven hundred and Thirty-nine, and Infections following thereon in his Favour :

And whereas by the aforesaid Disposition and *Tailzie*, all the Heirs of *Entail* thereby, and by the foresaid Deed and Nomination, called the *Succession*, are subjected to certain Conditions and Restrictions, particularly restraining them from aliening the Lands entailed, or any Part thereof; and, in case of contravening, their Right is declared to be irritate for themselves, and the Descendants of their Bodies; and the Heirs of *Entail* are restrained from granting Leases or Tacks of the entailed Estate, for a longer Term than the Granter's Life, as by the said Disposition and *Tailzie*, and

and Nomination, recorded in the particular Register, appointed by the Act of Parliament, made in the Year One thousand Six hundred and Eighty-five, to which Relation is hereby had, doth more fully appear:

And whereas, by Indenture of Four Parts, bearing Date the Seventh Day of February One thousand Seven hundred and Forty-eight; and made or mentioned to be made between the Most Noble *Jane, Duchess Dowager of Argyll and Greenwich*, of the First Part; the Right Honourable the Lady *Elizabeth Campbell*, one of the Daughters of the Most Noble *John late Duke of Argyll and Greenwich*, deceased, by the said Duchess, of the Second Part; the Honourable *James Stewart Mackenzie of Rosehaugh*, Second lawfull Son of the Right Honourable *James, Earl of Bute*, deceased, of the Third Part; and the Most Noble *Archibald Duke of Argyll*, the Right Honourable *Francis Earl of Dalkeith*, deceased, the Right Honourable *William Earl of Strafford*, the Honourable *Alexander Frazer of Strichen*, one of the Senators of the College of Justice in Scotland, and *Charles Erskine of Lincoln's Inn*, in the County of Middlesex, Esquire, since deceased, of the Fourth Part; reciting, That a Marriage was intended to be had and solemnized between the said *James Stewart Mackenzie*, and the Lady *Elizabeth Campbell*; and that the Portion and Fortune of the Lady *Elizabeth Campbell* consisted of the Particulars following; that is to say, the Sum of Two thousand and Five hundred Pounds, payable upon and by virtue of Twenty-five *East India* Bonds, for One hundred Pounds each; the Sum of Six thousand and Five hundred Pounds in Annuities of the Bank of *England* for the Year One thousand Seven hundred and Forty-seven; the Sum of Two thousand and Five hundred Pounds, due and payable unto the said Lady *Elizabeth Campbell*, by virtue of Two several Bonds of Provision, the one dated the Third Day of *June* One thousand Seven hundred and Twenty-nine, for Two thousand Pounds Sterling, and the other dated the Twenty-second Day of *February* One thousand Seven hundred and Thirty-four, for Five hundred Pounds Sterling, from her said late Father, corroborated by the said *Archibald Duke of Argyll*, by his Bond, dated the Twenty-third Day of *April* One thousand Seven hundred and Forty-five; and charged upon the Estate and Lands of *Argyll*, in that Part of *Great-Britain* called *Scotland*; and the Sum of One thousand Pound, due and payable unto the said Lady *Elizabeth Campbell*, by virtue of a Bond, dated the Seventeenth Day of *August* One thousand Seven hundred and Forty-one, from the Right Honourable *John Earl of Bute*, for securing the Payment of One thousand Pounds, and Interest, to the Right Honourable the Lady *Dalkeith*, then Lady *Caroline Campbell*, in Trust for the said Lady *Elizabeth Campbell*; and that the said Lady *Elizabeth Campbell* was also intitled, after the Death of the said Duchess, to the Fourth Part of Share of the Residue of the personal Estate of the said *John Duke of Argyll and Greenwich*, her Father, deceased,

ceased, under the Will of her said Father, to be paid to her at the Time, and in Manner therein mentioned ; and reciting, That the said Fourth Part of the Residue of the said personal Estate, or any Interest for the same, was not payable to the said Lady *Elizabeth Campbell*, during the Life of the said Duchess ; and therefore the said Duchess had agreed, in Consideration of the said Marriage, to pay, during her Life, Three hundred Pounds a Year, clear of all Deductions, in manner therein after-mentioned ; and reciting, That the Fortune of the said *James Stewart Mackenzie* consisted of real Estate and Lands in *Scotland*, of One thousand Four hundred and Fifty-three Pounds Sterling a Year in Possession, Part whereof was in his absolute Power and Disposal, and not intailed, and other Part was strictly entailed, with Power for him to settle One-third of the Estate so entailed, as a Jointure for any Wife : And reciting, That the said *James Stewart Mackenzie*, in Consideration of the said Marriage, by Deed, or matrimonial Contract, of even Date with the now reciting Indenture, made according to the Form of Deeds and Contracts, of the like kind, in *Scotland*, and made between the said *James Stewart Mackenzie*, of the First Part ; the said Lady *Elizabeth Campbell*, of the Second Part ; the said *Francis Earl of Dalkeith, William Earl of Strafford, Alexander Frazer, and Charles Erskine*, of the Third Part ; had bound and obliged himself, and his Heirs of Entail or Tailzie, and Provision, succeeding unto him in his entailed Lands and Estate, to enfeoff and seise the said Lady *Elizabeth Campbell*, during her Life, from and after the Death of the said *James Stewart Mackenzie*, in case she should survive him, in the one full Third Part of his said entailed Lands and Estate, particularly mentioned in the said Deed ; which said Third Part was estimated at, and supposed to yield, the clear yearly Rent of Two hundred and Seventy-eight Pounds Nine Shillings and Four-pence, over and above all Deductions for Taxes, or otherwise ; and that the said *James Stewart Mackenzie* had also, by the same Deed, bound and obliged himself, his Heirs and Assigns, to enfeoff and seise the said Lady *Elizabeth Campbell*, during her Life, in case she should survive him, in all the unentailed Part of his said Lands and Estate, likewise particularly set forth in the same Deed ; which said unentailed Lands were estimated at, and supposed to yield, the clear yearly Rent of Three hundred and Twenty-one Pounds Ten Shillings and Eight-pence, over and above all Deductions for Taxes, and otherwise, amounting in all to the clear yearly Sum of Six hundred Pounds ; and reciting, That the said Lady *Elizabeth Campbell* had, by the said Deed, or matrimonial Contract, in Consideration of the said Marriage, assigned unto the said *Francis Earl of Dalkeith, William Earl of Strafford, Alexander Frazer, and Charles Erskine*, their Heirs, Executors, and Assigns, the said Bond of Provision of Two thousand Pounds, and the said other Bond of Provision of Five hundred Pounds, and the principal Sums, and all Interest to grow due thereon, and secured and payable thereby, to and for the Uses of the said Marriage, therein after particularly expressed ; it is, by the said Indenture, witnessed, That, in Consideration of the said Marriage, and for the other

other Considerations aforesaid ; and to the Intent, that the said Portion and Fortune of the said Lady *Elizabeth Campbell*, and the Interest, Dividends, and Profits thereof, might be secured and applied, upon the Trusts, and to and for the Uses, Intents, and Purposes, therein after expressed, the said Lady *Elizabeth Campbell* did (with the Privity and Consent of the said *James Stewart Mackenzie*) assign and transfer unto the said *Archibald Duke of Argyll, Francis Earl of Dalkeith, William Earl of Strafford, Alexander Frazer, and Charles Erskine*, the said Twenty-five *East-India* Bonds for One hundred Pounds each, and all Interest that should thereafter grow due upon the same ; and covenanted, that he would, within Twenty-one Days after the Date of the said Indenture, assign unto them, in the Books kept for that Purpose, the said Six thousand and Five hundred Pounds Bank Annuities ; and the said Lady *Elizabeth Campbell* did also assign unto the said *Archibald Duke of Argyll, Francis Earl of Dalkeith, William Earl of Strafford, Alexander Frazer, and Charles Erskine*, the said Bond, dated the Seventeenth Day of *August* One thousand Seven hundred and Forty-one, from the said *John Earl of Bute* and the Sum of One thousand Pounds, thereby secured, and all Interest to grow due thereon, and all the said Lady *Elizabeth Campbell*'s Fourth Part or Share of the Residue of the personal Estate of the said *John Duke of Argyll and Greenwich*, her late Father deceased ; to hold and receive the said Twenty-five *East India* Bonds, Six thousand Five hundred Pounds Bank Annuities, One thousand Pounds due from the said Earl of *Bute*, and the principal Sums, Dividends, and Premiums, to grow due thereon, and the said Fourth Part of the Estate of the said *John Duke of Argyll and Greenwich*, unto the said *Archibald Duke of Argyll, Francis Earl of Dalkeith, William Earl of Strafford, Alexander Frazer, and Charles Erskine*, their Executors, Administrators, and Assigns, upon the Trusts, and for the Purposes, therein and herein after-mentioned and declared of and concerning the same ; and the said *Jane Duchess of Argyll and Greenwich*, in Consideration of the said intended Marriage, and out of Affection for her said Daughter, did covenant with the said Trustees, that she would, from and after the Solemnization of the said Marriage, so long as she should live, pay, or cause to be paid, unto them the said Trustees, or the Survivor of them, or the Executors or Administrators of such Survivor, the yearly Sum of Three hundred Pounds, by half-yearly Payments, at the Feast-Days therein mentioned : And it is thereby Declared, That the said Two thousand Five hundred Pounds, due upon the said Two Bonds of Provision, and also the said Twenty-five *East India* Bonds, Six thousand Five hundred Pounds Bank-Annuities, One thousand Pounds due on Bond from the said Earl of *Bute*, and the said Fourth Part of the Residue of the personal Estate of the said late *John Duke of Argyll and Greenwich*, and the Interest, Dividends, and Premiums, to grow due thereon and the said Three hundred Pounds a Year, covenanted to be paid by the said Duchess, were transferred and assigned to the said *Archibald Duke of Argyll, William Earl of Strafford*,

ford, Alexander Frazer, and Charles Erskine, upon Trust (after the Solemnization of the said Marriage), in the first place, to raise and pay the Sum of Two thousand and Five hundred Pounds to the said James Stewart Mackenzie, for his own Use; and afterwards, out of the said Sum of Three hundred Pounds a Year, covenanted to be paid, as aforesaid, and out of the clear yearly Interest, Dividends, and Produce of the said Stocks-Annuities, and Things, to pay to the said Lady Elizabeth Campbell, half-yearly, the yearly Sum of Three hundred Pounds, clear of all Deductions, during the joint Lives of the said James Stewart Mackenzie and the said Lady Elizabeth Campbell, for her separate Use; and after Payment thereof, upon Trust, to permit and suffer the said James Stewart Mackenzie, and his Assigns, during his Life, to receive and take the Residue of the said Sum of Three hundred Pounds a Year, and of the clear yearly Interest, Dividends, and Produce, of the said Bonds, Annuities, Securities, and Premises, as the same should become due; and from and after the Decease of the said James Stewart Mackenzie, then, upon Trust, (in case the said Lady Elizabeth Campbell should him survive), to pay unto the said Lady Elizabeth Campbell, and her Assigns, during her natural Life, the clear yearly Sum of Four hundred Pounds, without any Deduction, together also with so much Money as should, from time to time, be sufficient to make up the Rents of the said Lands and Estate in Scotland, charged with the Jointure of Six hundred Pounds a Year, the clear Sum of Six hundred Pounds a Year, in case any Deficiency should happen therein, so as the said Lady Elizabeth Campbell might receive for her Jointure the full and clear yearly Sum of One thousand Pounds; and upon further Trust, that in case there should be any younger Sons or Daughters of the said Marriage, born in the Life-time of the said James Stewart Mackenzie, or after his Decease, then to raise and pay the following Sums; to wit, In case there should be but one such younger Child, then the Sum of Six thousand Pounds; if Two, then the Sum of Ten thousand Pounds; and if Three, or more, then Twelve thousand Pounds; and in case there should be no Son, and one only Daughter, then Ten thousand Pounds for the Portion of one such Daughter; and if no Son, and Two Daughters, then Twelve thousand Pounds; and if no Son, and Three or more Daughters, then Fifteen thousand Pounds for the Portions of such Three or more Daughters, payable at such times, with such Maintenance, and with such Benefit of Survivorship, as is therein mentioned; and upon further Trust, to pay and transfer the Surplus and Residue of all the said Trust-moneys, Stock, and Securities (after Payment of all the said Portions), to the said James Stewart Mackenzie, if he should survive the said Lady Elizabeth Campbell; but in case the said Lady Elizabeth Campbell should survive the said James Stewart Mackenzie, and there should happen to be no Child or Children of the said Marriage living at his Decease, or born after his Death, then the said Trustees should, out of the Premises thereby assigned to them, pay the Sum of Four thousand Pounds to such Person and Persons,

sons, and for such Uses and Purposes, as the said *James Stewart Mackenzie*, by any Writing, or by his last Will, duly executed and attested, in manner therein mentioned, should direct or appoint; and then to pay and transfer all the Residue of the said Premises, and likewise the said Four thousand Pounds, if no such Appointment should be made, to the said Lady *Elizabeth Campbell*, her Executors, Administrators, or Assigns, to and for her and their own proper Use and Benefit; and in case the said Lady *Elizabeth Campbell* should survive the said *James Stewart Mackenzie*, and there should be Issue living of the said Marriage, at the time of his Decease, or born afterwards, then to pay so much as the Portion or Portions, payable to the younger Son or Sons, Daughter or Daughters, shall fall short of Fifteen thousand Pounds, to the eldest Son of the said Marriage, and pay the Residue of the said Trust-money, Stocks, and Securities, after deducting the said Fifteen thousand Pounds; or if there shall be no Son of the said Marriage then alive, then the Residue thereof, after Payment of all the Portion or Portions to the Daughter or Daughters, to the said Lady *Elizabeth Campbell*, her Executors, Administrators, and Assigns, to and for her and their own Use: And it is thereby provided and agreed, That it should and might be lawful for the said Trustees, or the Survivor of them, his Executors or Administrators, with the Approbation and Consent of the said *James Stewart Mackenzie*, and the said Lady *Elizabeth Campbell*, or the Survivor of them, testified in Writing, under their Hands, to raise the Sum of Two thousand Pounds out of the Premises assigned to them, and to invest and lay out the same in the Purchase of a House proper for the Habitation of the said *James Stewart Mackenzie* and Lady *Elizabeth Campbell*, and the same House, so to be purchased, and all the Right and Interest therein, was to be settled and limited to the said *James Stewart Mackenzie* and Lady *Elizabeth Campbell*, for their joint Lives, and the Life of the Survivor of them; and from and after the Death of such Survivor, then to the Use of the eldest Son of the said *James Stewart Mackenzie*, begotten on the Body of the said Lady *Elizabeth Campbell*, that should be living at the Death of such Survivor; and if there should be no such Son, then to the Use of the Survivor of them the said *James Stewart Mackenzie* and Lady *Elizabeth Campbell*, his or her Heirs, Executors, Administrators, or Assigns; and in case the said Two thousand Pounds should not be applied, as aforesaid, and until the same should be so applied, then to pay the Interest, Dividends, and Produce, of the said Two thousand Pounds to the said *James Stewart Mackenzie*, during his Life; and, after his Decease (in case the said Lady *Elizabeth Campbell* should survive him), then (over and above the Jointure, and all other Provisions therein before made for the said Lady *Elizabeth Campbell*), to pay the Interest and Produce of the said Two thousand Pounds to the said Lady *Elizabeth Campbell*, during her Life; and after the Death of the said *James Stewart Mackenzie* and Lady *Elizabeth Campbell*, then the said Two thousand Pounds, together with all Interest and Produce thereof, to be paid to the eldest Son of the said

said *James Stewart Mackenzie*, begotten on the Body of the said *Lady Elizabeth Campbell*, to and for his and their own proper Use, over and above all Provisions therein before-mentioned to be made for him; and if there should be no Sons living at the Death of the Survivor of them the said *James Stewart Mackenzie* and *Lady Elizabeth Campbell*, that then the said Two thousand Pounds should be paid unto the Executors, Administrators, and Assigns, of the Survivor of them: And it is thereby also provided and agreed, That, in case the said *James Stewart Mackenzie* and *Lady Elizabeth Campbell*, or the Survivor of them, should be desirous to have the said Trust-Stocks and Annuities, or any Part thereof, sold, and the Money arising thereby invested in any other Government or Real Securities in *England*, or to have the said Money, after it should be so placed out, called or taken in again, and invested in other Government or Real Securities in *England*, and should signify such his, her, or their Mind and Desire, in Writing, as therein mentioned; that then it should be lawful for the said Trustees, or the Survivor of them, or his Executors or Administrators, to sell or dispose of the said Trust Stocks or Securities, or any Part thereof, and invest, lay out, and dispose of, the Money arising thereby or Part thereof, in such other Government or Real Securities, in *England*, as the said *James Stewart Mackenzie* and *Lady Elizabeth Campbell* jointly, or the Survivor of them, should, by such Writing, desire or appoint, which said other Government or Real Securities should be transferred, settled, and assured, in such manner as that the same, with the Dividends, Interest, and Produce, thereof, might remain and be applied, upon the same Trusts, Uses, and Purposes, as the Moneys, Stocks, and Securities, thereby assigned, and the Dividends and Produce thereof, were therein before directed or appointed to be applied, or as near the same as might be:

And whereas the said Marriage between the said *James Stewart Mackenzie* and the said *Lady Elizabeth Campbell* was, soon after the Execution of the said Settlement, had and solemnized; but, previous thereto, the said *Lady Elizabeth Campbell*, did duly assign to the said *Archibald Duke of Argyll*, *Francis Earl of Dalkeith*, *William Earl of Strafford*, *Alexander Frazer*, and *Charles Erskine*, the said Six thousand and Five hundred Pounds Bank-Annuities, according to her Covenant in the said Settlement contained for that Purpose:

And whereas the said Trustees did, in pursuance of the said Trust, by and out of the said Trust-moneys, pay to the said *James Stewart Mackenzie*, the Sum of Two thousand and Five hundred Pounds for his own proper Use; but the Sum of Two thousand Pounds, allotted by the said Settlement for the Purchase of an House for the Habitation of the said *James Stewart Mackenzie* and *Lady Elizabeth* his Wife, hath not yet been raised, or laid out:

And

And whereas the said *Francis Earl of Dalkeith*, and *Charles Erskine*, are since dead ; and the said *Alexander Frazer*, residing chiefly in *Scotland*, hath declined to act further in the said Trust ; and hath therefore, by an Instrument in Writing, bearing Date the Third Day of *July* last past, duly released all his Right and Interest of, in, or to, the said Trust-moneys, to the said *Archibald Duke of Argyll*, and *William Earl of Strafford* :

And whereas the Stocks and Securities now standing in the Names of the said *Archibald Duke of Argyll*, and *William Earl of Strafford*, upon the Trusts mentioned in the said Settlement, consist of Six thousand and Five hundred Pounds Bank-Annuities, Two thousand and Five hundred Pounds, *Three per Centum* Annuities, and the said Bond from the Earl of *Bute* for One thousand Pounds, amounting together to the Sum of Ten thousand Pounds ; so that, after deducting thereout the said Sum of Two thousand Pounds, so allotted or set apart for the Purchase of the said House, there will then remain in the Hands of the said Trustees, in Stock, Eight thousand Pounds :

And whereas a Computation hath been made of the Value of One Fourth Part of the said late Duke of *Argyll's* personal Estate, whereby it appears, that the same doth amount to the clear Sum of Thirteen thousand Eight hundred and Thirty-nine Pounds, over and above One Fourth Part of Seventeen thousand and Fifteen Ounces and Sixteen Penny-weight of Plate, Part of such personal Estate ; which Sum being added to the said Eight thousand Pound Stock, make together the Sum of Twenty-one thousand Eight hundred and Thirty-nine Pounds, to answer the Payment of the said Sum of Four hundred Pounds *per Annum* to the said Lady *Elizabeth*, and the Fifteen thousand Pounds provided for younger Childrens Portions, over and above the Fourth Part of the said Plate :

And whereas the Lands and Baronies of *Newtyld* and *Ochtertyre*, and the Lands of *Keilar*, and others, lying in the County of *Forfar*, and the Lands of *Brandochie*, and others, lying in the County of *Perth*, lie contiguous, and make the principal, and by far the greatest Part of the Estate entailed by the said Disposition and Tailie, dated the said Fourth Day of *June* One thousand Six hundred and Eighty-nine :

And whereas the Town and Lands of *Balmungie*, with the Milns of *Rosemarkie*, Miln-Lands, Maltures, dry and astricted, with the Thirlage, Sucken, Knaveship, and Sequels of the same ; as also, the Town and Lands

of *Wester-Raddery*, including these Lands and Muirs, called *Newtoun of Raddery*, and *Clovie*, all and whole these Forty-eight Pecks of Land, lying within the Burghs of *Chanery* and *Rosemarkie*, commonly called the *Channon-Lands*, betwixt the said Towns; and all and whole the Stell and Salmon-Fishing of the Ness of *Chanery*, and Shore thereof, upon both Sides of the same; together with asmuch of the Baillie and Constable Fees of the Bishoprick of *Ross*, as will effeir and correspond in Quantity, Quality, and yearly Duty, to the hail Silver, Meal, Bolts of Victual, and Price of converted Victual, and Customs, payable out of the said Lands of *Balmungie*, *Wester-Raddery*, and Milns of *Rosemarkie*, formerly due and payable to the late Bishop of *Ross*, and his Successors, with Power to the said *James Stewart Mackenzie*, his Heirs of Entail and Successors, to retain the same yearly in their Hands, in all Time coming, according to the original Rights and Infeftments of the said Lands and Offices; and likewise all and whole the Lands of *Arcandith-Inch*, and Quarter-Lands of *Avoch*, and the Pendicle thereof, called *Burnside*; as also the Mansion-house of the Archdean, within the Town of *Chanery* in *Ross*, and principal Dwelling-house, now called the *Bishop's House*, with the whole other Houses built thereupon, Yead, Privileges, and Pertinents thereof, bounded in manner mentioned in the Originals, Rights and Infeftments of the same, with all and sundry Houses, Biggings, Yeards, Orchyeards, Milns, Multures, Woods, Fishings, Mosses, Muirs, Meadows, Marishes, Tofts, Crofts, Outfield-Lands, Infield-Land, Parts, Pendicles, Pasturages, and universal Pertinents thereof, whatsoever, all lying within the Parishes of *Avoch* and *Rosemarkie*, and County or Shire of *Ross*, all fully described in the foresaid Charter from the Crown, in favour of the said *James Stewart Mackenzie*, bearing Date the Twenty-sixth of *July*, One thousand Seven hundred and Thirty-nine Years, and Infeftment thereon; lie at a very great Distance from the said other Lands; and the Rental thereof amounts to One hundred and Fifty-three Pounds Three Shillings yearly; and that the Lands and Barony of *Shank*, with the Pendicles and Pertinents, and the Lands of *Haughhead*, lying in the County of *Edinburgh*, paying of yearly Free-rent Ninety-three Pounds One Shilling; and a House in *Edinburgh*, called the *Abbot of Melrose's Lodging*, with the Cellars and Pertinents, extending to Thirty-four Pounds Fourteen Shillings yearly, all more fully described in the said *James Stewart Mackenzie* his special Retour aforesaid; lie likewise at a great Distance from the principal Part of the said entailed Estate, and yield but small Benefit to the Heirs of Entail; and it would be very beneficial to the said *James Stewart Mackenzie*, and the other Heirs of Entail, if the said Lands and House could be sold, and the Price thereof applied to the Purchase of other Lands, lying more commodious and contiguous to the principal Part of the said entailed Estate.

And whereas it would be highly beneficial to the said *James Stewart Mackenzie*, and the other Heirs of Entail, if they were impowered to grant Leases

Leases of the entailed Lands, for a reasonable Term, as it would greatly contribute to the Improvement of the entailed Estate; and it would be also for the Benefit of the said *James Stewart Mackenzie*, and Lady *Elizabeth* his Wife, and their Issue, That the Trustees under the said Settlement, of the Seventh of *February* One thousand Seven hundred and Forty-eight, had Power to lay out and invest the Trust-moneys therein mentioned, or Part thereof, in the Purchase of Lands, or to place out the same upon Real Securities, in any Part of *Great Britain*, as advantageous Opportunities may offer: *But*, as the said *James Stewart Mackenzie*, or the other Heirs of Entail under the said Disposition and Taillie, dated the said Fourth Day of *June*, One thousand Six hundred and Eighty-nine, have not Power to sell any Part of the said Lands, or to grant Leases thereof for any longer Term than the Life of the Person granting the same; nor have the Trustees, under the Settlement of the Seventh of *February* One thousand Seven hundred and Forty-eight, Power to lay out and invest the Trust-moneys thereby vested in them, in the Purchase of Lands, nor to place the same out at Interest, on any Securities, save in that Part of *Great Britain* called *England*; the several Purposes before-mentioned cannot be effected, without the Aid and Authority of Parliament:

Wherefore, Your Majesty's most dutiful and loyal Subjects, the said *James Stewart Mackenzie*, and Lady *Elizabeth* his Wife,

Do most humbly beseech Your most Excellent MAJESTY,

That it may be *Enacted*; And be it *Enacted*, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, That it shall and may be lawful to and for the said *James Stewart Mackenzie*, at any time during his Life, or to and for the respective Tenant in Tail, for the Time being, who shall be in Possession of the Premises, by virtue of the said Deed of Entail, of the Fourth Day of *June* One thousand Six hundred and Eighty-nine, and of the Age of Twenty-one Years, by and with the Approbation and Consent of *Charles Douglas*, Esquire, commonly called Lord *Charles Douglas*, Second Son of his Grace *Charles Duke of Queensberry*; *Alexander Frazer*, of *Strechin*, Esquire, one of the Senators of the College of Justice; *Robert Creigie* of *Glendoig*, *James Ferguson* of *Pitfour*, *John Mackie* of *Palgowan*, and *James Oswald* of *Dunakeir*, Esquires, Advocates; or any Two of them; in Writing, and not

not otherwise; and the said *James Stewart Mackenzie*, or such respective Tenant in Tail in Possession, is hereby authorized, empowered, and enabled, with such Consent and Approbation as aforesaid, absolutely to sell, by One or more Sale or Sales, by such proper Conveyance or Conveyances, as shall be devised in Law, and to any Person or Persons, Bodies Politick and Corporate, that shall be willing to purchase the same, and to his or their Heirs or Successors, for the best Price and Prices, that can or may be got for the same, all and whole the Lands, and others before-mentioned; *videlicet*, the Town and Lands of *Balmungie*, with the Milns of *Rosemarkie*, Miln-Lands, Mutures, dry and arid, with the Thirlage, Sucken, Knaveship, and Sequels of the same; as also the Town and Lands of *Wester-Raddery*, including these Lands and Muirs, called *Newtown* of *Raddery* and *Clovie*, all and whole these Forty-eight Pecks of Lands, lying within the Burgh of *Chanery* and *Rosemarkie*, commonly called the *Channon-Lands*, betwixt the said Towns, and all and whole the Stell and Salmon-Fishing of the Ness of *Chanery*, and Shore thereof, upon both Sides of the same, together with as much of the Baillie and Constable-Fees of the Bishoprick of *Ross*, as will effeir and correspond in Quantity and Quality, and yearly Duty, to the hail Silver, Meal, Bolts of Victual, and Piece of converted Victual, and Customs, payable out of the said Lands of *Balmungie*, *Wester-Raddery*, and Milns of *Rosemarkie*, formerly due and payable to the late Bishop of *Ross*, and his Successors, with the Power to the said *James Stewart Mackenzie*, his Heirs of Entail, and Successors, to retain the same yearly in their Hands, in all time coming, according to the original Rights and Infeftments of the said Lands and Offices; and likewise all and whole the Lands of *Arcandith-Inch*, and Quarter-Lands of *Avoch*, and that Pendicle thereof, called *Burnside*, as also the Mansion-house of the Archdean, within the Town of *Chanery* in *Ross*, and the principal Dwelling-house, now called the *Bishop's House*, with the whole other Houses built thereupon, Yeards, Privileges, and Pertinents, bounded in manner mentioned in the original Rights and Infeftments of the same; with all and sundry Houses, Biggings, Yeards, Orchyeards, Milns, Mutures, Woods, Fishings, Mosses, Muirs, Marishes, Meadows, Tofts, Crofts, Outfield-Lands, Infield-Lands, Parts, Pendicles, Pasturages, and universal Pertinents thereof, whatsoever, all lying within the Parishes of *Avoch* and *Rosemarkie*, and County or Shire of *Ross*; as also the Lands and Barony of *Shank*, with the Pendicles and Pertinents, and the Lands of *Haugbhead*, lying in the County of *Edinburgh*, and the House in *Edinburgh*, called the *Abbot of Melrose's Lodging*, with the Cellars and Pertinents; with all the Right the said *James Stewart Mackenzie*, or the other Heirs of Entail, have to the said Tiends of all or any Part of the aforesaid Lands, together, or in Parcels: And that the said *James Stewart Mackenzie*, or such respective Tenant in Tail, in Possession, and of the Age aforesaid, his or her so selling and conveying the Premises, shall not be construed or deemed to import a Contravention of the said

said Tailzie, or of any of the Clauses, Provisions, or Declarations therein mentioned; the said Tailzie, or any Clause, Provision, or Declaration, therein to the contrary, in any-wise notwithstanding.

And be it further Enacted, by the Authority aforesaid, That all and every Person and Persons, Bodies Politick and Corporate, his and their Heirs, Executors and Assigns, to whom the said *James Stewart Mackenzie*, or such respective Tenant in Tail, in Possession, and of the Age aforesaid, shall, with such Consent and Approbation aforesaid, by virtue of this present Act, sell and convey the Lands, and other Premises aforesaid, shall hold and enjoy the said Premises sold to him or them, according to the Purport and Intent of such Conveyance, freed and discharged, and absolutely acquitted, exempted, and indemnified, of, from, and against, the several Provisions, Declarations, Irritances, and Limitations, of the said Deed of Entail or Nomination above-mentioned; and that the Receipt or Receipts of the said *James Stewart Mackenzie*, or of such respective Tenant in Tail, in Possession, and of the Age aforesaid (with the Consent and Approbation aforesaid), of the said Purchase-money, or Sale of the Premises hereby Enacted to be sold, shall be good and effectual to such Purchaser or Purchasers as shall pay the same; and they, or any of them, after such Receipt or Receipts, shall not be answerable for any Loss, Misapplication, or Non-application, of the said Purchase-money, or any Part thereof.

And be it further Enacted, by the Authority aforesaid, That the Moneys arising by such Sale or Sales shall be vested in, and the same are hereby vested in, the said *Charles*, commonly called Lord *Charles Douglas*, *Alexander Frazer*, *Robert Creigie*, *James Ferguson*, *John Mackie*, and *James Oswald*, upon the Trusts, and to and for the Ends, Intents, and Purposes, herein after-mentioned and declared; that is to say, in Trust, and to the end, that the said Trustees, or any Two of them, shall, with the Privity, Consent, and Approbation, of the said *James Stewart Mackenzie*, or of such respective Tenant in Tail, in Possession, and of the Age aforesaid, immediately after such Sale or Sales shall be made, or as soon after as conveniently may be, apply and dispose of the Moneys arising by such Sale or Sales, in the Purchase of other Lands lying more commodious, and contiguous to the said Baronies of *Newtyld* and *Ochtertyre*, and the other Parts of the entailed Estate; which said Lands so to be purchased, shall, immediately after the Purchase thereof, be disposed, settled, and provided, to and for the Use, Benefit, and Befoof, of the said *James Stewart Mackenzie*, and the said other Heirs of Entail, according to the different Rights and Interest, and in the same Order and Course of Succession, as the same Premises are secured to and for them, and their Benefit, respectively, in and

by the said Deed of Taillie and Nomination, and subject to the Restrictions and Limitations therein contained; and, in the mean time, till such Purchase can be made, to place out such Moneys arising by the said Sale or Sales, with such Consent and Approbation as aforesaid, upon Real Security, at Interest.

And it is hereby Enacted and Declared, That the Interest arising, and to be produced, from the said Securities, shall go, and be paid and applied, to and for the Benefit of such Person and Persons, as would be intitled to the Rents and Profits of the Lands and Tenements so to be purchased, in case the same were purchased and settled, pursuant to this Act.

Provided always, That the said Trustees shall not, nor shall any of them, be answerable or accountable for any Moneys to be received, in virtue of the Trust of this Act, any otherwise than any Person for such Sum or Sums of Money, as he respectively shall receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, or Defaults, of the other of them.

And be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *James Stewart Mackenzie*, and to and for the respective Tenants in Tail, for the Time being, who shall be in Possession of the said entailed Estate, by virtue of the said Deed of Entail and Nomination, and of the Age of Twenty-one Years, to grant Leases of the said entailed Lands, for any Term or Terms not exceeding Twenty-one Years, or Three Lives, provided such Lease be granted for the best Rent that can be got for the Time; and that such Lease shall be valid and effectual, any thing contained in the said Deed of Entail to the contrary notwithstanding.

And be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *Archibald Duke of Argyll*, and *William Earl of Strafford*, and the Survivor of them, his Executors or Administrators, by and with the Approbation and Consent of the said *James Stewart Mackenzie* and *Lady Elizabeth* his Wife, or the Survivor of them, by Writing under his or their Hand or Hands, signed in the Presence of Two or more credible Witnesses, to sell and dispose of the Trust-Stocks or Annuities, which now remain vested in them, by virtue of the said Indenture of Settlement, of the Seventh Day of February One thousand Seven hundred and Forty-eight, or any Part thereof; and, from time

time to time, to place, lay out, and dispose of the Moneys arising thereby and also of the Moneys to arise from the personal Estate of the said *John late Duke of Argyll and Greenwich*, deceased, or any Part thereof, on such Real Securities, or in the Purchase of such Lands, Tenements, or Hereditaments, in any Part of *Great Britain*, as they the said *James Stewart Mackenzie* and *Lady Elizabeth* his Wife jointly, or the Survivor of them, shall, by such Writing or Writings, or any other Writing or Writings, to be subscribed and attested as aforesaid, desire or appoint; so that such Securities, when taken, and such Lands, Tenements, and Hereditaments, when purchased, be assigned and conveyed, settled and assured, in such manner as that the same, with the Interest, Rents, Profits, and Produce thereof, may remain, continue, go, be applied, and disposed of, to, for, and upon, the same Trusts, Uses, Intents, and Purposes, and for the same Person and Persons, as the said Money, Stocks, and Securities, so to be sold out, and the Dividends, Interest, and Produce thereof, and the Fourth Part of the personal Estate of the said *John late Duke of Argyll and Greenwich*, deceased, are by the said Settlement directed, ordered, limited, or appointed, to go, and be applied and disposed of; and that, in all respects, according to the true Intent and Meaning of the said Settlement.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *James Stewart Mackenzie*, and his Heirs, and all and every other Persons claiming, or to claim, any Estate or Interest, by virtue of and under the said Deed of Entail, and except the said *James Stewart Mackenzie* and *Lady Elizabeth* his Wife, and such Child and Children of the said *James Stewart Mackenzie*, on the Body of the said *Lady Elizabeth* his Wife begotten, or to be begotten, as may be intitled to any Portion or Provision by virtue of or under the said recited Settlement, of the Seventh Day of *February* One thousand Seven hundred and Forty-eight; and all and every Person and Persons claiming or to claim any Estate, Trust, Property, or Interest, of, in, to, or out of the Stocks, Funds, personal Estate, and Effects therein mentioned), All such Estates, Rights, Titles, Interests, Claims, and Demands, of, in, to, and out of, the Lands and Hereditaments to be sold as aforesaid, or of, in, to, or out of, the said Stocks, Funds, personal Estate and Effects, so vested in the said *Archibald Duke of Argyll*, and *William Earl of Strafford*, as aforesaid, as they, every or any of them, had before this ACT, or could or might have enjoyed, in case this ACT had not been made.

*An ACT for Sale of Part
of the entailed Estate of Sir
George Mackenzie, Knight,
deceased, lying in that Part
of Great Britain called Scot-
land ; and for purchasing
other Estates, to be settled to
the same Uses ; and for other
Purposes herein mentioned.*